


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">JAN 12, 2010 10:00 AM</div>
=====> VENDOR NO. : SOLICITATION : 2237902 FILE NO. : OPENING DATE : 01/12/10 <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"> <div style="position: absolute; top: 5px; left: 5px;"> =====> VENDOR NAME AND ADDRESS </div> </div>		PURCHASING AGENCY NO. : 107001 SEE NO. 8 BELOW. RETURN BID TO <div style="text-align: right;">10:00 AM</div> <div style="display: flex; justify-content: space-between;"> 2237902 01/12/10 </div> OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095 BUYER : ROB HAYNES BUYER PHONE : (225) 342-8035 DATE ISSUED : 12/11/09 REQ. AGENCY : 107001 FOLD HERE--> <div style="text-align: center;">OFFICE OF STATE PURCHASING</div> AGENCY REQ. NO. : : ISIS REQ. NO. : 1329296 VENDOR PHONE : FISCAL YEAR : 10 CLASS/SUBCLASS : 96270 SCHEDULED BEGIN DATE : 02/11/10 SCHEDULED END DATE : 02/10/11 T-NUMBER : 92626
FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.		

RECYCLING OF E-WASTE STATEWIDE CONTRACT

TO BE COMPLETED BY VENDOR		
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).		
INSTRUCTIONS TO BIDDERS		
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ . 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 010DAYS ARO 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.		
VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:</p> <ul style="list-style-type: none">A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;B. BID FILLED OUT IN PENCIL; ANDC. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS. <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

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BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:

OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

2

TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

3

VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

4

SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

5

PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY

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<div><div></div><div>BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.</div></div> <div><div></div><div>6 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.</div></div> <div><div></div><div>7 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.</div></div> <div><div></div><div>8 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.</div></div> <div><div></div><div>9 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION.</div></div> <div><div></div><div>10 EEOC COMPLIANCE. BY SUBMITTING AND SIGNING THIS BID, BIDDER CERTIFIES THAT HE AGREES TO ADHERE TO THE MANDATES DICTATED BY TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974; SECTION 503 OF THE REHABILITATION ACT OF 1973; SECTION 202 OF EXECUTIVE ORDER 11246, AS AMENDED; AND THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES TO KEEP INFORMED OF AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES AND REGULATIONS WHICH AFFECT HIS EMPLOYEES OR PROSPECTIVE EMPLOYEES.</div></div> <div><div></div><div>11 ***** PLEASE NOTE - ACTION NEEDED IN THIS CLAUSE HAS CHANGED***** ***** COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS (DESCRIBED BELOW), MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, PERMIT POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS TO PURCHASE FROM ANY CONTRACTS AWARDED AGAINST THIS SOLICITATION. PLEASE CHECK ALL THAT APPLY: BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL SUBDIVISIONS OF THE STATE. BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO AGENCIES OF THE UNITED STATES GOVERNMENT. BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO OTHER BUYING ORGANIZATIONS (OTHER THAN THE UNITED STATES GOVERNMENT), NOT</div></div>			

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<p>LOCATED IN THIS STATE WHICH, IF LOCATED IN THIS STATE, WOULD QUALIFY AS A PUBLIC PROCUREMENT UNIT.</p> <p>12 ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.</p> <p>13 CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.</p> <p>CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.</p> <p>14 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDED, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.</p> <p>15 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>16 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.</p> <p>17 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>18 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.</p>			

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A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

19 CONTRACT PERFORMANCE EVALUATION

IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE "CONTRACT PERFORMANCE EVALUATION" FORM FOR AGENCY, GO TO WWW.DOA.LOUISIANA.GOV/OSP/ONLINEFORMS/FORMLISTING.HTM, OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

20 LACARTE PROCUREMENT CARD - PROSPECTIVE VENDORS SHOULD BE AWARE THAT THE STATE HAS IMPLEMENTED A PURCHASING CARD PROGRAM, "LACARTE", WHICH USES A VISA CARD PLATFORM. VENDORS WILL BE ABLE TO RECEIVE PAYMENT FROM STATE AGENCIES USING THE CARD IN THE SAME MANNER AS OTHER VISA CARD PURCHASES.

UNDER THE "LACARTE" PROGRAM PURCHASE ORDERS ARE NOT NECESSARY. ORDERS MUST BE PLACED AGAINST THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. ALL CONTRACT TERMS AND CONDITIONS APPLY TO PURCHASES MADE WITH "LACARTE"; HOWEVER, A VENDOR SHALL NOT PROCESS A TRANSACTION FOR PAYMENT THROUGH THE CREDIT CARD CLEARINGHOUSE UNTIL THE PURCHASED PRODUCTS HAVE BEEN SHIPPED OR THE SERVICES PERFORMED.

IF A PURCHASE ORDER IS NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD OF ALL "LACARTE" PURCHASES ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. THE FILE MUST CONTAIN THE PARTICULAR ITEM NUMBER, QUANTITY, LINE TOTAL AND ORDER TOTAL. RECORDS OF THESE PURCHASES MUST BE PROVIDED TO THE OFFICE OF STATE PURCHASING ON REQUEST.

"LACARTE" ACCEPTANCE IS NOT A MANDATORY REQUIREMENT OF THIS CONTRACT NOR WILL IT BE THE EXCLUSIVE METHOD OF PAYMENT BY AGENCIES.

DO YOU AGREE TO ACCEPT "LACARTE" AS A PAYMENT OPTION, SHOULD YOU BE AWARDED THIS CONTRACT?

_____ YES _____ NO

21 LA ECAT - LOUISIANA'S ECAT PROVIDES AN INTERNET-BASED SHOPPING TOOL FOR PLACEMENT OF CONTRACT ORDERS. USERS OF THE CONTRACTS ARE ABLE TO SHOP VIA THE INTERNET, CREATE SHOPPING BASKETS, AND PLACE ORDERS ONLINE. ORDERS ARE SENT ELECTRONICALLY TO THE VENDOR, WITH EMAIL NOTIFICATION THAT THE ORDER HAS BEEN ISSUED AND IS WAITING FOR THEM TO RETRIEVE IT. AFTER RECEIVING THIS NOTIFICATION, THE CONTRACT VENDOR HAS THE ABILITY TO LOG INTO LA ECAT AND RETRIEVE HIS PURCHASE ORDERS, THEREBY AVOIDING DELAYS ASSOCIATED WITH NORMAL MAIL. MORE INFORMATION IS AVAILABLE AT THE FOLLOWING WEBSITE:

[HTTP://DOA.LOUISIANA.GOV/OSP/ECAT/ECAT.HTM](http://DOA.LOUISIANA.GOV/OSP/ECAT/ECAT.HTM).

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<p>IF YOU ARE CURRENTLY ENROLLED IN LA ECAT AND ARE AWARDED THIS CONTRACT, ANY ORDERS PLACED THROUGH LA ECAT WILL BE SENT TO YOU ELECTRONICALLY.</p> <p>IF YOU ARE NOT CURRENTLY ENROLLED IN LA ECAT, BUT WOULD LIKE TO ENROLL IN THE EVENT YOU ARE AWARDED THIS CONTRACT, SIMPLY PROVIDE THE INFORMATION BELOW.</p> <p>_____ YES, SIGN ME UP FOR FREE PARTICIPATION IN LA ECAT.</p> <p>COMPANY NAME: _____</p> <p>EMAIL ADDRESS: _____</p> <p>CONTACT PERSON: _____</p> <p>CONTACT PHONE: _____</p> <p>22 NON-EXCLUSIVITY CLAUSE:</p> <p>THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.</p> <p>23 PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, PER REEL, PER CARTON, PER GALLON, ETC.).</p> <p>24 AWARD TO BE MADE ON AN ALL-OR-NONE BASIS.</p> <p>25 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.</p> <p>CONTRACTOR'S LIABILITY INSURANCE:</p> <p>PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.</p> <p>INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:</p> <p>COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.</p> <p>PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$1,000,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF</p>			

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\$2,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$1,000,000.00 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE CONTRACTOR SHALL REFLECT THE FOLLOWING:

- 1.) THE CONTRACTOR'S INSURER WILL HAVE NO RIGHT OF RECOVERY OR SUBROGATION AGAINST THE AGENCY, IT BEING THE INTENTION OF THE PARTIES THAT THE INSURANCE POLICIES SO AFFECTED SHALL PROTECT BOTH PARTIES AND THE PRIMARY COVERAGE FOR ANY AND ALL LOSSES COVERED BY THE DESCRIBED INSURANCE.
- 2.) THE AGENCY SHALL BE NAMED AS AN "ADDITIONAL INSURED" AS REGARDS NEGLIGENCE BY THE CONTRACTOR. (ISO FORM CG 20 10 03 97).
- 3.) THE INSURANCE COMPANIES ISSUING THE POLICY OR POLICIES SHALL HAVE NO RECOURSE AGAINST THE AGENCY FOR PAYMENT OF ANY PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF POLICY.

ANY AND ALL DEDUCTIBLES IN THE ABOVE DESCRIBED INSURANCE POLICIES SHALL BE ASSUMED BY AND BE FOR THE AMOUNT OF, AND AT THE SOLE RISK OF THE CONTRACTOR.

26 POLLUTION LIABILITY INSURANCE (GRADUAL RELEASE AS WELL AS SUDDEN AND ACCIDENTAL):

COVERAGE LIMITS OF NOT LESS THAN \$1,000,000. A POLICY PERIOD INCEPTION DATE OF NOT LATER THAN THE FIRST DAY OF THE ANTICIPATED WORK UNDER THE SUBJECT CONTRACT AND AN EXPIRATION DATE OF NO EARLIER THAN 30 DAYS AFTER THE ANTICIPATED COMPLETION OF ALL WORK UNDER THE CONTRACT SHALL BE PROVIDED BY THE POLICY. FURTHERMORE, THE POLICY SHALL PROVIDE FOR AN "EXTENDED REPORTING PERIOD" OF NOT LESS THAN 24 MONTHS, W/FULL REINSTATEMENT OF LIMITS, FROM THE EXPIRATION DATE OF THE POLICY AND SHALL NOT BE CANCELLED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUMS. THE STATE OF LOUISIANA SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE POLICY AND THIS SHALL BE SO EVIDENT ON THE CERTIFICATE OF INSURANCE.

27 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

28 REGULATING AGENCIES: THE FOLLOWING AGENCIES REGULATIONS SHALL APPLY TO ALL ITEMS RECYCLED UNDER THIS CONTRACT.

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<div><div></div><div><p>THESE REGULATIONS MAY BE OBTAINED FROM THE FOLLOWING:</p><p>=====</p><p>LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY OFFICE OF ENVIRONMENTAL COMPLIANCE P.O. BOX 4312 BATON ROUGE, LA. 70821-4312</p><p>PHONE: 225-219-3700 OR TOLL FREE 888-763-5424 FAX: 225-219-3708</p><p>INTERNET: HTTP://WWW.DEQ.LOUISIANA.GOV</p><p>=====</p><p>U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGION VI 1445 ROSS AVE. - SUITE 1200 DALLAS, TX. 75202 - 2733</p><p>PHONE: 214-665-2200</p><p>INTERNET: HTTP://WWW.EPA.GOV/</p><p>=====</p><p>U.S. DEPT. OF TRANSPORTATION (DOT) FEDERAL HIGHWAY ADMINISTRATION (FHWA) 400 SEVENTH STREET, SW WASHINGTON, DC 20590</p><p>PHONE: 202-366-0537</p><p>INTERNET: HTTP://WWW.FHWA.DOT.GOV/</p><p>=====</p><p>U.S. DEPT. OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) OFFICE OF COMMUNICATIONS - ROOM N3647 2000 CONSTITUTION AVE. WASHINGTON, D.C. 20210</p><p>PHONE: 202-693-1999</p><p>INTERNET: HTTP://WWW.OSHA.GOV/HTML/OSHDIR.HTML</p><p>=====</p><p>LOUISIANA STATE POLICE TRANSPORTATION AND ENVIRONMENTAL SAFETY SECTION 7901 INDEPENDENCE BLVD., BUILDING A BATON ROUGE, LA. 70806</p><p>PHONE: 225-925-6113</p></div></div>			

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<p>CONTRACTOR SHALL PROVIDE INSTRUCTION AND APPROPRIATE TECHNICAL GUIDANCE TO AGENCY PERSONNEL ON PACKING, LABELING, RECORD KEEPING, STORING, ETC. AGENCIES WILL PACKAGE ALL ITEMS PER CONTRACTOR'S PACKING INSTRUCTIONS. IF ANY ITEMS ARE NOT PACKAGED APPROPRIATELY, CONTRACTOR MAY REQUIRE AGENCY TO RE-PACKAGE.</p> <p>CONTRACTOR IS RESPONSIBLE FOR TRAINING HIS PERSONNEL AND SEEING THAT ALL APPLICABLE LAWS, RULES AND REGULATIONS ARE COMPLIED WITH.</p> <p>CONTRACTOR FURNISHING THIS RECYCLING SERVICE MUST BE IN COMPLIANCE WITH LOUISIANA ADMINISTRATIVE CODE (LAC) 33:V.CHAPTER 38 SUBCHAPTER A. 3807 AND 3810, WHICH REGULATE THE MANAGEMENT OF MERCURY-CONTAINING EQUIPMENT AND ELECTRONICS</p> <p>AGENCIES ARE REQUIRED TO KEEP COPIES OF ALL BILLS OF LADING OR SHIPPING PAPER WORK AS PROOF OF RECYCLING. THESE RECORDS MUST BE KEPT FOR REVIEW BY LA. DEQ OR OTHER REGULATORY AGENCIES AS PROOF AGENCY SENT MATERIALS FOR RECYCLING. SUCCESSFUL VENDOR IS TO ALSO KEEP ALL RECORDS REQUIRED BY LA. DEQ AND OTHER REGULATORY AGENCIES.</p> <p>CONTRACTOR MUST ALSO BE IN COMPLIANCE WITH U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) AND U.S. DEPT. OF TRANSPORTATION (DOT), FEDERAL HIGHWAY ADMINISTRATION (FHWA), U.S. DEPT. OF ENERGY AND U.S. DEPT OF LABOR (OSHA) LAWS, REGULATIONS, RULES, AND REQUIREMENTS AS WELL AS ANY OTHER APPLICABLE LAWS.</p> <p>CONTRACTOR WITH FACILITIES LOCATED OUTSIDE THE STATE OF LOUISIANA MUST BE IN COMPLIANCE WITH THE FEDERAL REQUIREMENTS AND THE STATE REQUIREMENTS OF THE STATE OR STATES WHERE YOUR COMPANY'S FACILITIES ARE LOCATED. SEE ELSEWHERE IN THIS BID FOR REQUIREMENTS ON LISTING STATE REGULATORY AGENCY'S IN THESE STATE(S) AND LOCATIONS OF ALL CONTRACTOR'S RECYCLING FACILITIES TO BE USED TO FULFILL THE REQUIREMENTS OF THIS CONTRACT.</p> <p>***** NOTE TO AGENCIES: THIS CONTRACT DOES NOT INCLUDE THE FOLLOWING ITEMS WHICH ALREADY HAVE A CONTRACT IN PLACE WITH THE CAPITAL AREA CORPORATE RECYCLING COUNCIL (CACRC) :</p> <p>ANY ELECTRONICS THAT CACRC RECYCLES UNDER ITS CFMS CONTRACT, INCLUDING BUT NOT LIMITED TO:</p> <p>COMPUTER HARDWARE, ACCESSORIES (KEYBOARDS, MICE, SPEAKERS, ETC.), TELEPHONES, TELEPHONE SYSTEMS, SECURITY SYSTEMS, CELL PHONES/BAG PHONES, DVD MOVIES & VIDEO GAMES, MP3 PLAYERS, XBOXES, PLAYSTATIONS, WII, DIGITAL CAMERAS & DIGITAL VIDEO RECORDERS (DVR'S), DIGITAL PICTURE FRAMES, PORTABLE NAVIGATION AND GPS DEVICES, BEEPERS/PAGERS, NETWORKING EQUIPMENT, FAX MACHINES, CIRCUIT BOARDS OF ANY TYPE, PROCESSORS, MONITORS, TELEPHONE AND COMPUTER CABLES, PRINTERS, UNINTERRUPTIBLE POWER SUPPLIES (UPS), TONER CARTRIDGES AND INK JET CARTRIDGES.</p> <p>THE CACRC CONTRACT HANDLES THE ABOVE ITEMS WHICH ARE PICKED UP, REFURBISHED AND RECYCLED. CACRC OVERSEES THE COMPUTERS FOR LOUISIANA'S</p>			

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<p> <i>KIDS (CLK) PROGRAM - A STATEWIDE PROGRAM THAT IMPLEMENTS COMPUTER TECHNOLOGY TRAINING, AND REPAIR AND RECYCLING CLASSES DESIGNED TO PROVIDE STUDENTS WITH MARKETABLE INFORMATION TECHNOLOGY JOB SKILLS.</i> </p> <p> <i>FURTHERMORE, THE PROGRAM DIVERTS COMPUTER HARDWARE FROM LOUISIANA LANDFILLS, PUTTING TECHNOLOGY IN LOUISIANA SCHOOLS. THE ABOVE ITEMS ON THE CACRC CONTRACT ARE VIABLE FOR THE PROGRAM.</i> </p> <p> <i>ALSO, SUCH EQUIPMENT THAT DOES NOT WORK, OR IS NOT SUITABLE FOR THE CLK PROGRAM, WILL BE USED FOR PARTS (BY CACRC) TO MAKE OTHER ELECTRONIC EQUIPMENT VIABLE, REMARKETED TO OFFSET COST OF RECOVERY, AND/OR EXTEND EQUIPMENT USEFUL LIFE OR SCRAPPED IN AN EPA RECOMMENDED ENVIRONMENTALLY FRIENDLY MANNER.</i> </p> <p> <i>ANY EQUIPMENT THAT WILL BE PART OF THIS CONTRACT WILL NOT INCLUDE EQUIPMENT RECYCLING THAT IS ALREADY PART OF CACRC'S CONTRACT WITH THE STATE OF LOUISIANA. IF AGENCY HAS QUESTIONS ON THIS MATTER, THEY MAY CONTACT THE CACRC DIRECTLY AT (225) 379-3577.</i> </p> <p> <i>IF YOUR COMPANY HAS MORE THAN ONE LOCATION THAT WILL BE USED FOR THE RECYCLING SERVICES FOR THIS CONTRACT LIST ANY ADDITIONAL LOCATIONS ON A SEPARATE PIECE OF PAPER AND ATTACH TO BID. IF AT ANY TIME DURING THE CONTRACT PERIOD CONTRACTOR OPENS A NEW FACILITY AND WISHES TO USE THAT FACILITY FOR THIS CONTRACT, CONTRACTOR MUST RECEIVE APPROVAL FROM THE STATE DIRECTOR OF PURCHASING. REQUESTS FOR APPROVAL ARE TO BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND MUST FURNISH DOCUMENTATION OF NEW FACILITIES PERMITS, ETC., SAME REQUIREMENTS AS ORIGINAL CONTRACT BID.</i> </p> <p> <i>A COMPANY PROVIDING RECYCLING SERVICE TO ANY STATE OF LOUISIANA AGENCY MUST AGREE TO ALLOW AN ENVIRONMENTAL AUDIT OF ITS FACILITY AND ALLOW THE STATE OF LOUISIANA TO CONFIRM WITH THE STATE/FEDERAL REGULATORY AGENCY ABOUT THE COMPANY'S COMPLIANCE RECORD.</i> </p> <p> <i>COMPANY PROVIDING RECYCLING SERVICES MUST AGREE TO COMPLY WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), U.S. DEPT. OF ENERGY (DOE) AND U.S. DEPT. OF TRANSPORTATION (DOT), FEDERAL HIGHWAY ADMINISTRATION (FHWA) LAWS, RULES, REGULATIONS, REQUIREMENTS FOR FACILITIES, PROCESSES, TRANSPORT (INTRASTATE AND INTERSTATE), PERSONNEL, ETC. ESPECIALLY CODE OF FEDERAL REGULATIONS (CFR) - 40CFR 264.142, 40CFR 273 AND 49CFR B261.24; THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT AND THE EPA'S TOXIC SUBSTANCE CONTROL ACT (TOSCA) AND ALL STATE AND LOCAL LAWS, RULES AND REGULATIONS COVERING THESE RECYCLING AND TRANSPORTING OF MATERIALS ACTIVITIES.</i> </p> <p> <i>STATE YOUR U.S. EPA IDENTIFICATION NUMBER:</i> </p> <p> <i>STATE YOUR U.S. DOT LICENSE/PERMIT NUMBER(S) :</i> </p> <p> <i>STATE YOUR STATE LICENSE/PERMIT NUMBER(S) :</i> </p> <p> <i>ONLY THE VENDOR AWARDED THE CONTRACT CAN FURNISH LISTED SERVICES AND THESE SERVICES MUST BE CONDUCTED UNDER THE REGULATORY AGENCIES REQUIREMENTS. UNDER NO CIRCUMSTANCES IS THE CONTRACTOR TO ALLOW ANY OTHER INDIVIDUAL OR ENTITY TO BE INVOLVED IN ANY OF THE RECYCLING</i> </p>			

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<p>ACTIVITIES. ***** NOTE: ELECTRONICS, COMPONENTS, DEVICES MAY BE EXPORTED OUTSIDE OF THE CONTINENTAL U.S. HOWEVER, THE ELECTRONICS WASTE VENDOR SHALL ONLY EXPORT EQUIPMENT AND COMPONENTS CONTAINING 'R2 FOCUSED MATERIALS' TO COUNTRIES THAT LEGALLY ACCEPT THEM. FOR A DEFINITION OF 'FOCUSED MATERIALS', SEE US EPA RESPONSIBLE RECYCLING PRACTICES PUBLISHED OCTOBER 30, 2008. SEE WEBSITE: WWW.EPA.GOV/EPAWASTE/CONSERVE/MATERIALS/RECYCLING/R2PRACTICES.HTM</p> <p>30 CONTRACT USAGE REPORT:</p> <p>SUCCESSFUL VENDOR SHOULD KEEP A COPY OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT WITH COPIES OF ALL ORDERS.</p> <p>THE USAGE REPORT IS TO INCLUDE THE VENDORS NAME, PHONE AND FAX NUMBERS, THE PERSONS NAME WHO COMPILED THE REPORT, A SUMMARY BY LINE ITEM WITH QUANTITY PURCHASED AND TOTAL VALUE OF EACH LINE ITEM. ADDITIONALLY THE REPORT IS TO SUMMARIZE THE TOTAL DOLLAR VOLUME OF THE ENTIRE CONTRACT. VENDOR MAY SUBMIT COMPUTER GENERATED REPORTS AND CAN ITEMIZE BY ORDER NUMBER, BY LINE ITEM, BUT THE LINE ITEM TOTALS, CONTRACT TOTALS AND COPIES OF ORDERS ARE REQUIRED.</p> <p>31 AUTHORITY TO MAKE REVISIONS TO CONTRACT: REQUESTS FOR ALL REVISIONS TO THIS CONTRACT MUST BE SUBMITTED IN WRITING BY THE REPRESENTATIVE AUTHORIZED TO SIGN THIS INVITATION ING. TO BID, UNLESS OTHERWISE STATED HEREIN:</p> <p>I, _____, DULY AUTHORIZED TO EXECUTE THIS CONTRACT, HEREBY DELEGATE THE FOLLOWING PERSON/PERSONS TO SUBMIT</p> <p>A. _____ NAME & TITLE</p> <p>B. _____ NAME & TITLE</p> <p>C. _____ NAME & TITLE</p> <p>BRIEFLY STATE ANY RESTRICTIONS AS TO TYPE OF REVISIONS DELEGATES MAY REQUEST.</p> <p>BIDDER'S COMMENTS (IF ANY):</p>			

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 962-70-115645 ***** STATEWIDE RECYCLING CONTRACT, NOT INCLUDING TAGGED "EQUIPMENT" ITEMS WHICH ARE NORMALLY SURPLUSED AT LPAA. ONLY ITEMS NOT SURPLUSED ARE PART OF THIS CONTRACT. ***** CONTRACTOR IS TO PICK UP AND RECYCLE E-WASTE PER THE FOLLOWING ITEMS FOR PERIOD OF 12 MONTHS BEGINNING ON DATE OF AWARD. SEE SPECIFICATIONS AND REQUIREMENTS ATTACHED. RECYCLE STEREO SYSTEMS **UNIT PRICE IS PRICE PER POUND (LB)**	1	LB		
00002	COMMODITY CODE: 962-70-115646 RECYCLE PROCESSORS PRICE PER PROCESSOR **UNIT PRICE IS PER EACH**	1	EACH		
00003	COMMODITY CODE: 962-70-115647 RECYCLE PRINTERS **UNIT PRICE IS PRICE PER POUND (LB)**	1	LB		
00004	COMMODITY CODE: 962-70-115648 RECYCLE CIRCUIT BOARDS OF ANY TYPE **UNIT PRICE IS PRICE PER POUND (LB)**	1	LB		

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00005	COMMODITY CODE: 962-70-115649 RECYCLE NETWORKING EQUIPMENT **UNIT PRICE IS PRICE PER POUND (LB)**	1	LB		
00006	COMMODITY CODE: 962-70-115650 RECYCLE CELL PHONES **UNIT PRICE IS PRICE PER POUND (LB)**	1	LB		
00007	COMMODITY CODE: 962-70-115651 RECYCLE DESKTOP COMPUTERS **UNIT PRICE IS PER POUND (LB)**	1	LB		
00008	COMMODITY CODE: 962-70-115652 RECYCLE CRT MONITORS **UNIT PRICE IS PRICE PER POUND (LB)**	1	LB		
00009	COMMODITY CODE: 962-70-115653 RECYCLE LAPTOPS **UNIT PRICE IS PRICE PER POUND (LB)**	1	LB		
00010	COMMODITY CODE: 962-70-115652 RECYCLE TELEVISIONS, NON-CRT (CATHODE-RAY TUBE)	1	LB		

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNIT PRICE IS PRICE PER POUND (LB) 00011 COMMODITY CODE: 962-70-115652 RECYCLE TELEVISIONS, CRT (CATHODE-RAY TUBE) **UNIT PRICE IS PRICE PER POUND (LB)**	1	LB		
00012	COMMODITY CODE: 962-70-115652 GAYLORD BOX OR EQUIVALENT WITH LABELING FOR RECYCLING OF ELECTRONICS LISTED ON LINE ITEMS 1-6 (GROUP 1 OF CONTRACT): SMALLER ITEM ELECTRONICS. BOX IS TO BE REPLACED WITH A CLEAN GAYLORD BOX WITH LABELING WITH EACH PICK UP. PRICE IS PER BOX (OR PALLET - SEE NOTE BELOW) **NOTE: BY MUTUAL AGREEMENT WITH VENDOR AND AGENCY, THE ELECTRONIC ITEMS FOR THIS BOX COULD BE SHRINK-WRAPPED ON A PALLET BY AGENCY FOR PICK UP BY VENDOR INSTEAD OF USING THE GAYLOR BOX, AT SAME PRICE.	100	EACH		
00013	COMMODITY CODE: 962-70-115652 GAYLORD BOX OR EQUIVALENT WITH LABELING FOR RECYCLING OF ELECTRONICS LISTED ON LINE ITEMS 7-11 (GROUP 1 OF CONTRACT): LARGER ITEM ELECTRONICS. BOX IS TO BE REPLACED WITH A CLEAN GAYLORD BOX WITH LABELING WITH EACH PICK UP. PRICE IS PER BOX (OR PALLET - SEE NOTE BELOW) **NOTE: BY MUTUAL AGREEMENT WITH VENDOR	15	EACH		

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	AND AGENCY, THE ELECTRONIC ITEMS FOR THIS BOX COULD BE SHRINK-WRAPPED ON A PALLET BY AGENCY FOR PICK UP BY VENDOR, INSTEAD OF USING GAYLOR BOX, AT SAME PRICE.				